Desc

# Case 22-10756-amc Doc 40-4 Filed 10/25/22 Entered 10/25/22 Entered 10/25/22 Entered 10/25/22 Entered 10/25/22 Entered 10/25/27 Entered 10/25/2

Exhibit selene

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Telephone (877) 768-3759 Fax (866) 926-5496 www.selenefinance.com

Hours of Operation (CT) Monday - Thursday: 8 a.m. - 9 p.m. Friday: 8 a.m. - 5 p.m.

September 20, 2022

LISA GREEN-HARVEY 1219 68TH AVE PHILADELPHIA, PA 19126

LISA GREEN-HARVEY

Name: Loan #: Property:

1219 68TH AVE, PHILADELPHIA, PA 19126

Dear LISA GREEN-HARVEY:

Our records indicate that you are currently under the protection of the bankruptcy court. Selene Finance makes every effort to ensure compliance with the Bankruptcy Code. If you have an attorney representing your interests in the bankruptcy case, please forward this document to your attorney to obtain approval from the Bankruptcy Court. If you do not have an attorney, it is your responsibility to seek approval of the Bankruptcy Court in connection with this agreement.

Enclosed are three (3) copies of the Modification Document Packages ("Documents") which reflect the proposed terms of your modified mortgage, as described herein ("Modification"). To accept this offer, each person named in the document must:

Sign the Documents in front of a Notary Public (and Witnesses, if required).

- Return two (2) sets of signed/notarized Documents in the prepaid Federal Express envelope.
- Keep one (1) set of signed/notarized Documents for your records.
  - Include a check payable to Selene Finance LP (include your name and loan number), for the **Modified** First Payment Due Date explained below. Please note that your loan will not be modified without the modified first payment, or any subsequent payments that come due.

The modified principal and interest payment is \$1,275.57 plus an escrow payment for taxes and insurance initially estimated to be \$885.00 for a total monthly payment of \$2,160.57. (Collectively your "Modified Payment"). Your first Modified Payment is due on or before **November 1**, 2022 (the "Modified First Payment Due Date)

This Modification also includes a BALLOON PAYMENT of \$120,257.77 that will be due at the Maturity of the loan (the "Balloon Amount"). The Balloon Amount shall be due and payable prior to the Maturity Date in the event of one of the following occurrences: (i) the date you sell or transfer your interest in the Property, or (ii) the date the mortgage loan is paid in full. The Balloon Amount shall be included in the payoff amount and will include the unpaid principal balance along with any accrued interest at that time.

Please note the following:

- No changes may be made to any of the Documents
- Follow all instructions on the enclosed Signature, Witness, Notary Requirements

Selene Finance LP is a debt collector attempting to collect a debt and any information obtained will be used for that purpose.

Please note that if you are in bankruptcy or received a bankruptcy discharge of this debt, this communication is not an attempt to collect the debt against you personally.

For Servicemembers and their Dependents: The Federal Servicemembers Civil Relief Act and certain state laws provide important protections for you, including, under most circumstances, a prohibition on foreclosure during and twelve months after the servicemember's active duty service. Selene will not foreclose on the property of a servicemember or his or her dependent during that time, except pursuant to a court order. You also may be entitled to other protections under these laws, including interest rate and fee relief. Please contact us to learn more about your rights.

Mod Cover letter Proprietary W3078B

47432MU 10/15 Rev. 08/18

# Case 22-10756-amc Doc 40-4 Filed 10/25/22 Entered 10/25/22 17:59:36 Desc All borrowers must sign all the pocuments All Documents must be dated on the day they are signed

If the terms are consistent with your understanding of the modified terms of your Mortgage, please execute the Documents and return two copies to Selene Finance LP at the address above. The original Documents should be returned on or before **October 5, 2022.** A prepaid Federal Express envelope is included for your convenience.

Selene Finance LP values its customer relationships and wants this opportunity to modify your loan to be a positive experience. If you have any questions about your Documents, or you would like any additional information, please do not hesitate to contact your Single Point of Contact at (877)-768-3759.

## JERRY DANIELS

Loss Mitigation Department

> Mod Signature, Witness, Notary Requirements Proprietary W3078B

Page 2 of 2

47432MU 10/15 Rev. 08/18

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Dallas, TX 75019 Telephone (877) 768-3759 Fax (866) 926-5498 www.selenefinance.com

September 20, 2022

Hours of Operation (CT) – Thursday: 8 a.m. - 9 p.m. Monday Friday: 8 a.m. - 5 p.m.

MARGOLIS EDELSTEIN THE CURTIS CENTER - GEORGETTE MILLER GEORGETTE MILLER 170 S. INDEPENDENCE MALL W SUITE 400 PHILADELPHIA, PA 19106

Account Number:

(Loan) Mortgagor(s):

LISA GREEN-HARVEY

Property:

1219 68TH AVE

PHILADELPHIA, PA 19126

# Dear MARGOLIS EDELSTEIN THE CURTIS CENTER - GEORGETTE MILLER:

Thank you for working with Selene Finance LP ("Selene") to facilitate a completed loan modification for your client(s) on the above referenced account.

Now that the loan modification process is complete, we are reaching out to you to confirm your continued representation of the mortgagor(s) and whether or not we may contact the mortgagor(s) directly in the future. Please check the appropriate blank(s) below, sign, and return this letter to Selene. Upon receipt, we will update our records

Our law firm no longer represents the mortgagor(s) and Selene may resume contact with the mortgagor(s) directly.

Our law firm continues to represent the mortgagor(s), however, we authorize Selene to contact the mortgagor(s) directly.

Attorney Signature:

\*Please note that if you maintain representation of the mortgagor(s) post modification and you do not wish for Selene to contact the mortgagor(s) directly, no action is required.

If you have any questions, please call us toll-free at (877) 768-3759.

Sincerely,

#### JERRY DANIELS

Selene Finance LP

Selene Finance LP is a debt collector attempting to collect a debt and any information obtained will be used for that

Please note that if you are in bankruptcy or received a bankruptcy discharge of this debt, this communication is not an attempt to collect the debt against you personally.

For Servicemembers and their Dependents: The Federal Servicemembers Civil Relief Act and certain state laws provide important protections for you, including, under most circumstances, a prohibition on foreclosure during and twelve months after the servicemember's active duty service. Selene will not foreclose on the property of a servicemember or his or her dependent during that time, except pursuant to a court order. You also may be entitled to other protections under these laws, including interest rate and fee relief. Please contact us to learn more about your rights.

Rep by Attorney Letter Proprietary W3078D

Page 1 of 1

36611MU 05/18

# BALLOON PAYMENT / DEFERRED BALANCE RIDER

(For Fixed Interest Rate Modifications with Balloon Payment and/or Deferred Balance)

THIS BALLOON PAYMENT RIDER is made this 20TH day of SEPTEMBER, 2022, (this "Rider") by and between the undersigned borrower (the "Borrower") and SELENE FINANCE LP, as attorney in fact for U.S. Bank Trust National Association, not in its individual capacity but solely as owner trustee for RCF 2 Acquisition Trust c/o U.S. Bank Trust National Association (the "Lender") and is incorporated into and shall be deemed to amend and supplement that certain LOAN MODIFICATION AGREEMENT (the "Agreement") being executed simultaneously herewith. Any undefined capitalized terms herein shall have the same meaning as in the Agreement.

#### RECITALS

WHEREAS, Borrower and Lender entered into the Agreement in order for Lender to provide Borrower with a more affordable mortgage payment;

WHEREAS, in order to provide the Borrower a more affordable mortgage payment, the Agreement includes a Balloon Payment (as further described below); and

WHEREAS, Lender and Borrower have executed this Rider to acknowledge the effect of the Balloon Payment within the Agreement.

#### IT IS THEREFORE AGREED TO AS FOLLOWS:

- 1. Borrower's Loan Modification Agreement contains the following balloon payment(s).
- Borrower understands that he/she must repay the entire unpaid principal balance of the loan and interest on OCTOBER 1, 2052 (Maturity). If the loan is not paid off prior to that date, a Balloon Payment in the amount of \$120,257.77, will be due on Maturity.
- 3. The total amount of all balloon payments and/or Non-Interest Deferred Amounts, pursuant to the terms of the Agreement shall be \$120,257.77 (the "Final Payment Amount").
- 4. The above Final Payment amount is due on Maturity and amount is based on all other monthly payments being paid as scheduled. However, if Borrower is still obligated under the terms of the Agreement at Maturity, any unpaid balance including interest on the loan shall be paid to the Lender at that time.

Balloon Payment Rider Proprietary W3078

Page 1 of 2

00133MU 04/17 Rev. 11/18

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BY SIGNING BELOW, Borrower accepts and a Balloon Payment Rider.	agrees to the terms and conditions contained in	this
MAR SIMU NAMAS Borrower Name: LISA GREEN-HARVEY	(Seal) Office 10, 2022	
Borrower Name:	(Seal)Date	
Borrower Name:	(Seal) Date	
Borrower Name:	(Seal)Date	
Balloon Payment Rider Proprietary W3078	Page 2 of 2 00133MU 04/17	Rev. 11/1

#### Case 22-10756-amc Doc 40-4 Filed 10/25/22 Entered 10/25/22 17:59:36 Page 6 of 26 Exhibit

#### SIGNING AND NOTARY REQUIREMENTS

\*\* PLEASE BRING THIS SIGNING GUIDE WITH YOU WHEN HAVING THE DOCUMENTS EXECUTED

A NOTARY WILL BE NEEDED TO EXECUTE THE ENCLOSED DOCUMENTS. \*\*

## INSTRUCTIONS BELOW ARE TO ENSURE TIMELY CLOSING:

\*\* If Marital Status has changed since Origination, please enclose all back up documentation.
(Marriage Certificate, Divorce Decree, Recorded Quit Claim Deed (QCD), Death Certificate, Probate Documents, Asset Documents, etc.) \*\*

#### Borrower Signature Requirements:

- Borrower(s) to sign on all signature lines where indicated.
- All documents MUST be signed in BLACK ink.
- All documents MUST be signed in the presence of a notary.
- You must sign your name exactly as your name is printed. If your name is incorrect, please contact the Loan Resolution team: (877)768-3759.
- Absolutely NO white-out, corrections, or revisions are to be made to these documents. (All documents must be in recordable form.)
- Funds to close must be in certified funds (cashier's check, certified check or money order). Personal checks will not be accepted and will be returned. (If Applicable)
- Please return all pages included in this package once executed (all pages 2 sets of the final modification documents, including riders and/or agreements) in the enclosed prepaid envelope within 10 days of receipt.

#### Witness Requirements:

- Witnesses must print their name beneath their signatures.
- If two witnesses are required on the documents, please ensure two separate witnesses sign.
- Documents requiring witnesses must be witnessed by individual(s) separate from the borrower and/or notary. If witness name is illegible, not printed, or not witnessed by individual(s) other than the borrower and/or notary, the documents will be returned.

#### **Notary Requirements:**

- Notaries must clearly print their name below their signatures.
- The expiration date of the notary's commission must be clearly printed or stamped and must be CURRENT.
- The stamp or seal must NOT impede any of the document verbiage or signatures.
- The notary is only to sign in the borrower acknowledgment section.

Signing Instructions W3078 Proprietary

# ATTENTION NOTARY

\*\*\*\*\*\*\*\*\*

ALL dates on signature lines and acknowledgements must <u>MATCH</u>
Please be sure to SIGN and PRINT your name exactly as it appears on your notary stamp/seal.

**BORROWER ACKNOWLEDGEMENT** 

Please see below for example:

State of {State}	MILO FELIX ISSUED TO THE TENED
County of {County}	
before me, the undersigne	of _{Month} in the year _{Year} dofficer, personally appeared JOHN DOE AND JANE person acknowledged], to be the person whose name instrument, and acknowledged that he/she executed therein.
In witness whereof, I he	ereunto set my hand and official seal.
	{Signature of Notary}
	Signature of Officer
{Place seal here}	{Printed name of Notary}
DO NOT COVER ANY TEXT	Printed Name
	{print: "Notary Public"}
(Seal)	Title of Officer
	My Commission Expires: {Month/Day/Year}
Failure to do so will result	in the documents being rejected by the lender and a
	f documents will have to be executed
*******	**************************************

# Case 22-10756-amc Doc 40-4 Filed 10/25/22 Entered 10/25/22 17:59:36 Desc Exhibit Page 8 of 26

Loan No. Borrowers ("Borrower"): LISA GREEN-HARVEY

Compliance Agreement

## COMPLIANCE AGREEMENT

In consideration of SELENE FINANCE LP, as attorney in fact for U.S. Bank Trust National Association, not in its individual capacity but solely as owner trustee for RCF 2 Acquisition Trust c/o U.S. Bank Trust National Association ("Lender") modifying the first lien mortgage loan (the "Loan"), in connection with the property located at 1219 68TH AVE, PHILADELPHIA, PA 19126 (the "Modification"), the undersigned ("Borrower") agrees, upon request of Lender, its successors or assigns ("Note Holder"), or upon request of any person acting on behalf of Note Holder, to fully cooperate with Note Holder or such person to correct any inaccurate term or provision of, mistake in, or omission from any document associated with the Modification. Borrower further agrees to execute such documents or take such action as Note Holder or such person acting on behalf of Note Holder reasonably may deem necessary (including without limitation the correction of any such inaccuracy, mistake, or omission) as will enable Note Holder to sell, convey, seek guaranty of, or market the Modification to any entity, including without limitation an investor, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Department of Veterans Affairs, or any bonding authority.

Borrower further agrees to comply with any such request within a reasonable period of time as specified by Note Holder or by such person acting on behalf of Note Holder. Failure to comply shall constitute default under the Note and Security Instrument underlying the Modification, and Note Holder may pursue its available remedies.

BY SIGNING BELOW BORROWER ACKNOWLEDGES THAT BORROWER FULLY UNDERSTANDS THIS COMPLIANCE AGREEMENT OR OTHERWISE HAS SOUGHT THE ADVICE OF COUNSEL.

Date: 10/10/20  LISA GRÉEN-HARVEY	(Seal)	(Seal) -Вопоwer
	(Seal) -Borrower	(Seal) -Borrower

26357MU 02/16 Rev. 01/17

3501 Olympus Blvd Suite 500 Dallas, TX 75019 Telephone (877) 768-3759 Fax (866) 926-5496 www.selenefinance.com

Hours of Operation (CT) Monday - Thursday: 8 a.m. - 9 p.m. Friday: 8 a.m. - 5 p.m.

September 20, 2022

LISA GREEN-HARVEY 1219 68TH AVE PHILADELPHIA, PA 19126

Re: Loan #:

Property: 1219 68TH AVE, PHILADELPHIA, PA 19126

Dear Mortgagor(s):

Enclosed is an application to participate in the Automated Clearing House (ACH) Auto payment Service. Selene Finance LP ("Selene") will be using this application to process your monthly payments. Please complete the form and return it to the address referenced below. Please verify the proper ABA/Transit number with your financial institution's ACH department to avoid any delays in the drafting of your payment.

Selene Finance LP P.O. Box 8619 Philadelphia, PA 19101 ATTN: Customer Service Department

Upon verification of the information you provide, you will receive a confirmation letter from us advising you of the first scheduled drafting date.

It will be necessary for you to make payments by check or money order or through our website, <a href="www.Selenefinance.com">www.Selenefinance.com</a> until you receive this confirmation letter.

Please note, however, once your account is successfully enrolled in our ACH Auto-payment service, the auto-draft of your ACH payment will occur on the scheduled day of each month, regardless of the status of your account.

As such, in order to avoid double or unwanted drafting of payments, we respectfully request that you not remit additional payments to Selene by other means, i.e. through our website or our automated pay-by-phone service once your ACH Auto-payments begin.

If we may be of further assistance, please feel free to contact our Customer Service Department toll free at (877) 768-3759.

Sincerely,

Customer Service Department

Case 22-10756-amc Doc 40-4 Filed 10/25/22 Entered 10/25/22 17:59:36 Desc Enclosure: ACH Application Exhibit Page 10 of 26

Selene Finance LP is a debt collector attempting to collect a debt and any information obtained will be used for that purpose.

Please note that if you are in bankruptcy or received a bankruptcy discharge of this debt, this communication is not an attempt to collect the debt against you personally.

For Servicemembers and their Dependents: The Federal Servicemembers Civil Relief Act and certain state laws provide important protections for you, including, under most circumstances, a prohibition on foreclosure during and twelve months after the servicemember's active duty service. Selene will not foreclose on the property of a servicemember or his or her dependent during that time, except pursuant to a court order. You also may be entitled to other protections under these laws, including interest rate and fee relief. Please contact us to learn more about your rights.

NMLS#6312

Prepared By: Selene Finance LP 3501 Olympus Blvd, Suite 500 Dallas, TX 75019 877-768-3759

After Recording Please Return To: ServiceLink Attn: Loan Modification Solutions 3220 El Camino Real Irvine, CA 92602 800-777-8759

Property Address: 1219 68TH AVE PHILADELPHIA, PA 19126

UPI/PIN/Tax ID: 611430500

\_\_[Space Above This Line For Recording Data]\_\_\_\_

36044

Investor Loan No:

# LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 20th day of September, 2022, between LISA GREEN-HARVEY ("Borrower") and SELENE FINANCE LP, as attorney in fact for U.S. Bank Trust National Association, not in its individual capacity but solely as owner trustee for RCF 2 Acquisition Trust c/o U.S. Bank Trust National Association ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated October 30, 2006, in the amount of \$234,000.00 and recorded on November 22, 2006 in Book, Volume, or Liber No.

, at Page

(or as Instrument No. 51578728), of the Official (Name of Records) Records of PHILADELPHIA, PENNSYLVANIA (County and State, or other jurisdiction) and (2) the Note, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

Loan Modification Agreement—Single Family—Fannie Mae Uniform Instrument
The Compliance Source, Inc.
Page 1 of 11



#### 1219 68TH AVE, PHILADELPHIA, PA 19126

(Property Address)

the real property described being set forth as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

- As of October 1, 2022, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$264,532.41, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
- 2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 5.000%, from October 1, 2022. Borrower promises to make monthly payments of principal and interest of U.S. \$1,275.57, beginning on the 1st day of November, 2022, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 5.000% will remain in effect until principal and interest are paid in full. If on October 1, 2052 (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
- 3. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the

Loan Modification Agreement—Single Family—Fannie Mae Uniform Instrument
The Compliance Source, Inc.
Page 2 of 11



Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

- 4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:
  - a) all terms and provisions of the Note and Security Instrument (if any)
    providing for, implementing, or relating to, any change or adjustment in
    the rate of interest payable under the Note; and
  - b) all terms and provisions of any adjustable rate rider, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
- Borrower understands and agrees that:
  - a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
  - b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder

Loan Modification Agreement—Single Family—Fannie Mae Uniform Instrument
The Compliance Source, Inc.
Page 3 of 11



- or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
- c) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.
- d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- e) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.
- Borrower authorizes Lender, and Lender's successors and assigns, to share Borrower information including, but not limited to (i) name, address, and telephone number, (ii) Social Security Number, (iii) credit score, (iv) income, (v) payment history, (vi) account balances and activity, including information about any modification or foreclosure relief programs, with Third Parties that can assist Lender and Borrower in obtaining a foreclosure prevention alternative, or otherwise provide support services related to Borrower's loan. For purposes of this section, Third Parties include a counseling agency, state or local Housing Finance Agency or similar entity, any insurer, guarantor, or servicer that insures, guarantees, or services Borrower's loan or any other mortgage loan secured by the Property on which Borrower is obligated, or to any companies that perform support services to them in connection with Borrower's loan.

Borrower consents to being contacted by Lender or Third Parties concerning mortgage assistance relating to Borrower's loan including the

Loan Modification Agreement—Single Family—Fannie Mae Uniform Instrument The Compliance Source, Inc. Page 4 of 11



trial period plan to modify Borrower's loan, at any telephone number, including mobile telephone number, or email address Borrower has provided to Lender or Third Parties.

By checking this box, Borrower also consents to being contacted by text messaging  $\square$ .

By this paragraph, Lender is notifying Borrower that any prior waiver by Lender of Borrower's obligation to pay to Lender Funds for any or all Escrow Items is hereby revoked, and Borrower has been advised of the amount needed to fully fund the Escrow Items.

Borrower - LISA G

-LISA GRÉEN-HARVEÝ

Loan Modification Agreement—Single Family—Fannie Mae Uniform Instrument The Compliance Source, Inc. Page 5 of 11 Form 3179 1/01 (rev. 4/14) 23703PA 10/01 Rev. 10/21 ©2001-2021, The Compliance Source, Inc.

Date: 10/10/22



Certificate of Residence:

I/We do hereby certify that the precise address of the within named mortgagee, assignee or person entitled to interest is 3501 Olympus Blvd, Suite 500, Dallas, TX 75019.

SELENE FINANCE LP, as attorney in fact for U.S. Bank Trust National Association, not in its individual capacity but solely as owner trustee for RCF 2 Acquisition Trust c/o U.S. Bank Trust National Association


Loan Modification Agreement—Single Family—Fannie Mae Uniform Instrument The Compliance Source, Inc. Page 6 of 11



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Loan No.: 2004998622

# SELENE FINANCE LP PREAUTHORIZED AUTOMATIC CLEARING HOUSE (ACH) DEBITS AGREEMENT (DIRECT WITHDRAWAL)

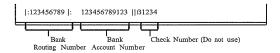
Mortgagor Name USA Creen-Harvey	Co-Mortgagor, Name
Property Address Avenue	Phone 3/5-900-9/53
City, State, Zip	Selene Loan #

The undersigned hereby authorizes Selene Finance LP ("Selene") to initiate electronic transfers from my (our) account indicated below, and from the financial institution named below (the "Bank"), to debit the same from such account. If funds are mistakenly taken from my (our) account, I (we) authorize Selene to initiate a corrective (credit) entry, and provide such to the Bank.

The name, address, account number and routing number of my (our) bank is:

Bank Name Prudential Bank	Bank Routing (ABA #)*
1834 West Oregon Avenue	Account #
City, State, Zip Phyla PA 19145-4725	Type of Account  Checking O Savings

How to identify routing/aba # and account number on checks or deposit slips (checking or savings):



## Case 22-10756-amc Doc 40-4 Filed 10/25/22 Entered 10/25/22 17:59:36 Desc Exhibit Page 18 of 26

I (we) wish to have my (our) monthly contractual payment withdrawn by using one of the following options - please check Option A or Option B, shown below:

- Please note that your account must be current on the day we receive this completed enrollment form in order to begin the program.
- For all options, if your draft day falls on a weekend or holiday the funds will be withdrawn on the next business
  day.
- Also for all options, your ACH auto-payments will draft on the scheduled draft date regardless of the status of
  your account.
- Changes to your monthly ACH auto-payments may be completed through our website.

#### Payment Change

If the regular monthly contractual payment changes per your note, Selene will provide written notification at least twenty-five (25) days prior to each scheduled payment change.

Option A: Single Monthly Contractual Payment This option will draft and apply twelve (12) contractual payments each calendar year. Upon receipt of this form, the draft will begin the next calendar month.

Choose a calendar day below and a payment will be withdrawn the same day each month:

Check one (1):	☐ Due Date ☑4 days after due date ☐ 9 days after due date ☐ 14 days after due date
Other	(but no later than 14 days after the due date) For example, if your due date is the 1st of the month and
vou choose 4 da	avs after your due date, your payment will draft on the 5th of each month.

- To begin this option, this completed form must be received by Selene ten (10) days before your next payment is
  due.
- Any electronic draft attempt by Selene that is not honored by your banking institution shall deem this ACH
  Debits Agreement null and void and your account may be removed from the ACH program.

Option B: Bi-Weekly Payments This option will draft an installment equal to half of your monthly contractual payment every fourteen (14) days. Note: ELOC Accounts are not eligible for this option.

- A total of twenty-six (26) installments will be applied as twelve (12) contractual payments and the total of
  one (1) payment to reduce principal within a 12 month period.
- To begin bi-weekly payments this completed form must be received at least ten (10) days before your next
  payment due date. In addition to your account being current, it must be pre-paid by one full contractual monthly
  payment.
- The first installment will be drafted on the first Friday of the same month the ACH drafting begins.
- The first installment drafted will be held in an as an Unapplied Balance until the second installment is drafted. The full contractual payment will then be applied to your account the next business day.
- The bi-weekly payments will auto-draft every other Friday.
- Any electronic draft attempt by Selene that is not honored by your banking institution, shall deem this ACH
  Debits Agreement null and void and your account may be removed from the ACH program.

Additional Principal Paymen	In addition to the monthly contractual payment due under my (our) account,
(we) wish to have additional funds take	en with each contractual payment to be applied to PRINCIPAL. If YES, enter
AMOUNT \$ For Opti	on B a principal payment will be divided into two (2) one-half payments and
drafted along with each of your one-ha	If contractual payments.

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This authority to perform electronic transfers is to prain in full force and effect until Selene has received written notification from me (of Sinher of us) of its termination in time to afford Selene a reasonable opportunity to act on it, but in no event less than thirty (30) business days prior to the applicable draft

Until such request is received by Selene, I (we) agree that Selene shall be fully protected in complying with the terms of this agreement. If your account should become delinquent in excess of (90) days, your account may be removed from the ACH program and you will be required to cure any default and re-qualify for the ACH program.

I (we) acknowledge that if I (we) enter into litigation with regard to an account secured by this property or file for protection under the US Bankruptcy Code, this agreement will immediately become null and void.

Signature(s) as they appear on the promissory note:

LISA GREEN-HARVEY

Date

# Case 22-10756-amc Doc 40-4 Filed 10/25/22 Entered 10/25/22 17:59:36 Reasons for Rejection for ACH Encellment 26 Borrower did not indicate a draft date on form. Account is not sufficiently pre-paid.

- Agreement is not executed and/or dated.
- Active bankruptcy case account must be contractually current to participate in monthly ACH.
- Certain banks, such as Bank of America, Chase and Wells Fargo have multiple ABA/Routing numbers, therefore, Selene must have something from the borrower's bank indicating the bank Routing/ABA Number, account number and the Borrower's name on the account.

Selene Finance LP P.O. Box 8619 Philadelphia, PA 19101 Fax: (866) 926-5496 Attn: Customer Service

	*** ***
ACKNOWL	EDGMENT

	_	
State of Tennsylvania	§	
711111	§	
County of Philadelphia	§	
	~ \	f

On this 10 day of 0 d me (or satisfactorily proven), to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

Notavo Title of Officer

My Commission Expires: 37/14/2015

(Seal)

Loan Modification Agreement—Single Family—Fannie Mae Uniform Instrument The Compliance Source, Inc. Page 7 of 11



# Case 22-10756-amc Doc 40-4 Filed 10/25/22 Entered 10/25/22 17:59:36 Desc Exhibit Page 22 of 26

Certificate of Residence:

I/We do hereby certify that the precise address of the within named mortgagee, assignee or person entitled to interest is 3501 Olympus Blvd, Suite 500, Dallas, TX 75019.

SELENE FINANCE LP, as attorney in fact for U.S. Bank Trust National Association, not in its individual capacity but solely as owner trustee for RCF 2 Acquisition Trust c/o U.S. Bank Trust National Association

Зу:			
		•	
Its:			

Loan Modification Agreement—Single Family—Fannie Mae Uniform Instrument The Compliance Source, Inc. Page 8 of 11



ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE SELENE FINANCE LP, as attorney in fact for U.S. Bank Trust National Association, not in its individual capacity but solely as owner trustee for RCF 2 Acquisition Trust c/o U.S. Bank Trust National Association

Ву:		
	-Lender	Date of Lender Signature
ACK	NOWLEDGE	MENT
State of	§	
County of	\$ \$ \$	
The foregoing instrument was acl presence or  online notarization, this	knowledged be	efore me by means of physical by
FINANCE LP, as attorney in fact for I		of SELENE
partnership. He/she is personally known	as identifica	ation.
	Signature of	f Person Taking Acknowledgment
	Name Type	d, Printed or Stamped
	Title or Ran	ık
	Serial Numb	ber, if any:
(Seal)	My Commis	ssion Expires:
Loan Modification Agreement—Single Family—Fannie M The Compliance Source, Inc.	ae Uniform Instrume Page 9 of 11	ent Form 3179 1/01 (rev. 4/14

#### **EXHIBIT A**

BORROWER(S): LISA GREEN-HARVEY

LOAN NUMBER:

LEGAL DESCRIPTION:

STATE OF PENNSYLVANIA, COUNTY OF PHILADELPHIA, AND DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN LOT OR PIECE OF GROUND WITH THE BUILDINGS AND IMPROVEMENTS THEREON ERECTED. SITUATE IN OAK LANE IN THE 61ST (FORMERLY PART OF THE 50TH) WARD OF THE CITY OF PHILADELPHIA, DESCRIBED ACCORDING TO A SURVEY THEREOF MADE BY WALTER BRINTON, ESQUIRE, SURVEYOR AND REGULATOR OF THE FIFTH DISTRICT ON THE 1ST DAY OF JUNE A.D., 1904, AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SIXTY-EIGHTH AVENUE NORTH AT THE DISTANCE OF 153 FEET, 2-1/2 INCHES EASTWARD FROM THE EAST LINE OF 13TH STREET EXTENDING NORTH 11 DEGREES, 22 MINUTES EAST, 166 FEET, 7-7/8 INCHES TO A POINT; THENCE EXTENDING SOUTH 81 DEGREES, 59 MINUTES, 31 SECONDS EAST 80 FEET 1-5/8 INCHES TO A POINT; THENCE EXTENDING SOUTH 11 DEGREES, 22 MINUTES WEST, 171 FEET 3-7/8 INCHES TO A POINT IN THE NORTH LINE OF SAID SIXTY-EIGHTH AVENUE NORTH; AND THENCE EXTENDING NORTH 78 DEGREES, 39 MINUTES WEST ALONG THE SAID NORTH LINT OF SAID SIXTY-EIGHTH AVENUE NORTH 80 FEET TO THE PLACE OF BEGINNING. BEING KNOWN AS 1219 W. 68TH AVENUE. CITY PARCEL/REGISTRY NO.: 127 N 16-28 STREET CODE/HOUSE NO.: 89250-01219 BRT NO.: 61-1-4305-00 BEING THE SAME PREMISES WHICH BOHDAN CHAPLYNSKY, WIDOWER, BY DEED DATED 8/30/1996 AND RECORDED IN PHILADELPHIA COUNTY ON 1/28/1997 IN DEED BOOK 211, PAGE 188 GRANTED AND CONVEYED UNTO WILLIAM D FLEMING, IN FEE.

Loan Modification Agreement—Single Family—Fannie Mae Uniform Instrument
The Compliance Source, Inc.
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UPI/PIN/Tax ID: 611430500

ALSO KNOWN AS: 1219 68TH AVE, PHILADELPHIA, PA 19126

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Loan No.

Borrowers ("Borrower"): LISA GREEN-HARVEY

#### LOAN MODIFICATION AGREEMENT RIDER

THIS LOAN MODIFICATION AGREEMENT RIDER is made this 20th day of, September, 2022, by and between the undersigned borrower (the "Borrower") and SELENE FINANCE LP, as attorney in fact for U.S. Bank Trust National Association, not in its individual capacity but solely as owner trustee for RCF 2 Acquisition Trust c/o U.S. Bank Trust National Association, (the "Lender") and is incorporated into and shall be deemed to amend and supplement that certain LOAN MODIFICATION AGREEMENT (the "Agreement") of the same date executed by the Borrower and Lender as of the date above.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Agreement, Borrower and Lender further covenant and agree as follows:

#### 1. Escrow Items

Lender is notifying Borrower that any prior waiver by Lender of Borrower's obligation to pay to Lender Funds for any or all Escrow Items is hereby revoked. Borrower is hereby advised that beginning on the monthly payment due date set forth above, the amount of Escrow Items will be included with Borrower's monthly payment of principal and interest.

#### 2. Interest Accrual Change.

Depending on the terms of your original note, interest may have accrued on a daily basis. According to the terms of your loan modification, interest will now accrue on an amortizing basis.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this LOAN MODIFICATION AGREEMENT RIDER.

(Seal)

Loan Modification Agreement Rider W3078D

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